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c 436 Short Forms of Leases Act

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CHAPTER 436

The Short Forms of Leases Act

1. Where a lease under seal, made according to the form set forth in Schedule A, or any other such lease expressed to be made in pursuance of this Act or referring thereto, contains any of the forms of words contained in Column One of Schedule B and distinguished by any number therein, the lease has the same effect as if it contained the form of words contained in Column Two of Schedule B distinguished by the same number as is annexed to the form of words used in the lease; but it is not necessary in any such lease to insert any such number. R.S.O. 1960, c. 373, s. 1.

Effect of lease made according to Sched. A and Col. 1 of Sched. B

2.—(1) Parties who use any of the forms in the first column of Schedule B, may substitute for the word “lessee” or “lessor” any name or other designation, and in every such case a corresponding substitution shall be taken to be made in the corresponding form in the second column.

Parties may substitute any name or designation

(2) Such parties may substitute the feminine gender for the masculine, or the plural number for the singular, in the forms in the first column, and corresponding changes shall be taken to be made in the corresponding forms in the second column.

and feminine for masculine or plural for singular

(3) Such parties may introduce into or annex to any of the forms in the first column any express exceptions from or express qualifications thereof respectively, and the like exceptions or qualifications shall be taken to be made from or in the corresponding forms in the second column.

and may introduce exceptions

(4) Where the premises demised are of freehold tenure the covenants 2 to 9 shall be taken to be made with and the proviso 12 to apply to the heirs and assigns of the lessor or the successors and assigns of the lessor, as the case may be, and where the premises demised are of leasehold tenure such covenants and proviso shall be taken to be made with and apply to the lessor, his executors, administrators, successors and assigns.

Application of covenants to heirs and assigns

(5) Where the word “lessor” occurs in the second column it includes, when the premises demised are of freehold tenure, the heirs, executors, administrators, successors and assigns of the lessor, and when the premises demised are of leasehold tenure it includes the executors, administrators, successors and assigns of the lessor, and where the word “lessee” occurs in the second column it includes the executors, administrators, successors and assigns of the lessee. R.S.O. 1960, c. 373, s. 2.

Interpretation

Effect of
leases failing
to take effect
under this
Act

3. Any lease or part of a lease that fails to take effect by virtue of this Act is nevertheless as effectual to bind the parties thereto as if this Act had not been passed. R.S.O. 1960, c. 373, s. 3.

Covenants to
run with
land

4. Unless the contrary is expressly stated in the lease all covenants not to assign or sub-let without leave entered into by a lessee in any lease under this Act run with the land demised, and bind the executors, administrators, successors and assigns of the lessee whether mentioned in the lease or not, unless it is by the terms of the lease otherwise expressly provided, and the proviso for re-entry contained in Schedule B, when inserted in a lease, applies to a breach of either an affirmative or negative covenant. R.S.O. 1960, c. 373, s. 4.

SCHEDULE A

FORM OF LEASE

This Indenture, made the day of, one thousand nine hundred and, in pursuance of *The Short Forms of Leases Act*, between of the first part, and of the second part, Witnesseth, that in consideration of the rents, covenants and agreements, hereinafter reserved and contained on the part of the lessee, the lessor doth demise and lease unto the lessee, his executors, administrators, successors and assigns all that (*here insert a description of the premises with sufficient certainty*).

To have and to hold the said demised premises for and during the term of to be computed from the day of, one thousand nine hundred and, and from thenceforth next ensuing and fully to be complete and ended.

Yielding and paying therefor yearly and every year during the said term unto the said lessor, his (*or their*) heirs, executors, administrators, successors or assigns, the sum of, to be payable on the following days and times, that is to say (*on, etc.*), the first of such payments to become due and be made on the day of next, (*here insert covenants or any other provisions*). In witness whereof, etc.

R.S.O. 1960, c. 373, Sched. A.

SCHEDULE B

COLUMN ONE

1. The said lessee covenants with the said lessor:

2. To pay rent.

COLUMN TWO

1. And the said lessee doth hereby covenant with the said lessor in the manner following, that is to say:

2. That he, the said lessee, will, during the said term, pay unto the said lessor the rent hereby reserved, in manner hereinbefore mentioned, without any deduction whatsoever.

COLUMN ONE

COLUMN TWO

3. And to pay taxes, except for local improvements.

4. And to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

5. And to keep up fences.

6. And not to cut down timber.

7. And that the said lessor may enter and view state of repair; and that the said lessee will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

8. And will not assign or sub-let without leave.

9. And that he will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

3. And also will pay all taxes, rates, duties and assessments whatsoever, whether municipal, parliamentary or otherwise, now charged or hereafter to be charged upon the said demised premises, or upon the said lessor on account thereof, except municipal taxes for local improvements or works assessed upon the property benefited thereby.

4. And also will, during the said term, well and sufficiently repair, maintain, amend and keep the said demised premises with the appurtenances in good and substantial repair, and all fixtures and things thereto belonging, or which at any time during the said term shall be erected and made by the lessor, when, where, and so often as need shall be, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

5. And also will, from time to time, during the said term, keep up the fences and walls of or belonging to the said premises, and make anew any parts thereof that may require to be new-made in a good and husband-like manner and at proper seasons of the year.

6. And also will not at any time during the said term hew, fell, cut down or destroy, or cause or knowingly permit or suffer to be hewed, felled, cut down or destroyed, without the consent in writing of the lessor, any timber or timber trees.

7. And that it shall be lawful for the lessor and his agents, at all reasonable times during the said term, to enter the said demised premises to examine the condition thereof; and further, that all want of reparation that upon such view shall be found, and for the amendment of which notice in writing shall be left at the premises, the said lessee will, within three calendar months next after such notice, well and sufficiently repair and make good accordingly, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

8. And also that the lessee shall not, nor will during the said term, assign, transfer or set over or otherwise by any act or deed procure the said premises or any of them to be assigned, transferred, set over or sub-let unto any person or persons whomsoever without the consent in writing of the lessor first had and obtained.

9. And further, that the lessee will, at the expiration, or other sooner determination of the said term, peaceably surrender and yield up unto the said lessor the said premises hereby demised with the appurtenances, together with all the buildings, erections and fixtures erected or made by the lessor thereon, in good and substantial repair and condition, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

COLUMN ONE

COLUMN TWO

10. Provided, that the lessee may remove his fixtures.

10. Provided, and it is hereby expressly agreed that the lessee may at or prior to the expiration of the term hereby granted, take, remove and carry away from the premises hereby demised all fixtures, fittings, plant, machinery, utensils, shelving, counters, safes or other articles upon the said premises in the nature of trade or tenants' fixtures or other articles belonging to or brought upon the said premises by the said lessee, but the lessee shall in such removal do no damage to the said premises, or shall make good any damage which he may occasion thereto.

11. Provided, that in the event of fire, lightning or tempest, rent shall cease until the premises are rebuilt.

11. Provided, and it is hereby expressly agreed, that in case the premises hereby demised or any part thereof shall, at any time during the said term, be burned down or damaged by fire, lightning or tempest so as to render the same unfit for the purposes of the said lessee, then and so often as the same shall happen, the rent hereby reserved, or a proportionate part thereof, according to the nature and extent of the injuries sustained shall abate, and all or any remedies for recovery of said rent or such proportionate part thereof shall be suspended until the said premises shall have been rebuilt or made fit for the purposes of the said lessee.

12. Proviso for re-entry by the said lessor on non-payment of rent or non-performance of covenants.

12. Provided, and it is hereby expressly agreed, that if and whenever the rent hereby reserved, or any part thereof, shall be unpaid for fifteen days after any of the days on which the same ought to have been paid, although no formal demand shall have been made thereof, or in case of the breach or non-performance of any of the covenants or agreements herein contained on the part of the lessee, then and in either of such cases it shall be lawful for the lessor at any time thereafter, into and upon the said demised premises or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy, as of his former estate; anything hereinafter contained to the contrary notwithstanding.

13. The said lessor covenants with the said lessee for quiet enjoyment.

13. And the lessor doth hereby covenant with the lessee, that he paying the rent hereby reserved and performing the covenants hereinbefore on his part contained, shall and may peaceably possess and enjoy the said demised premises for the term hereby granted, without any interruption or disturbance from the lessor, or any other person or persons lawfully claiming by, from or under him.

R.S.O. 1960, c. 373, Sched. B.